

**WIRELESS SITE LEASE AGREEMENT
BETWEEN THE CITY OF HOLLYWOOD, FLORIDA AND
SPRINT SPECTRUM L.P.**

This Wireless Site Lease Agreement (“Agreement”) made and entered into the ___ day of _____, 2018, by which the City of Hollywood, Florida, a Florida municipal corporation, with an address of 2600 Hollywood Boulevard, Hollywood, Florida 33020-4807 (“Owner” or “City”), leases to Sprint Spectrum L.P. a Delaware limited partnership, its affiliates, successors and assigns, with an office at 6391 Sprint Parkway, Overland Park, KS 66251 (“Lessee” or “Sprint”), the Leased Premises, described below (which are part of that certain real property owned by Owner (the “Property”) and more fully described in Exhibit “A” attached hereto, for the purpose of constructing, operating and maintaining wireless communication antenna facilities.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Premises and Use.

(a) Termination of Original Agreement. Owner and Lessee are parties to the existing Tower Siting License Agreement between the City of Hollywood and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, successor-in-interest to Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership, dated June 18th, 1997 (as amended and assigned, the “Original Agreement”). Owner and Lessee acknowledge and agree that the Original Agreement and all obligations and liabilities set forth therein shall automatically terminate as of the Commencement Date (as defined below) of this Agreement, unless otherwise stated herein, except for any obligations that may expressly survive. Owner and Lessee agree that as of the Commencement Date, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

(b) Owner hereby leases to Lessee approximately 750 square feet of Property and space located approximately 128 feet above ground on the City’s Water Tank located at 1100 Thomas Street, Hollywood, Florida, Broward County, Florida, a/k/a “Water Tank Site”, and all access and utility easements necessary or desirable therefore (the “Leased Premises”), subject to certain conditions described below and depicted in Exhibit “B” attached hereto.

(c) The Leased Premises described above are situated in the location(s) shown on Exhibit “B” attached hereto and made a part hereof, together with a non-exclusive use of an area, extending from the nearest public right-of-way, to the Leased Premises, for reasonable access, upon written notice to Owner, 24 hours per day, 7 days per week and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such area as permitted. Such access and utility area (“Access Area”) is as described on Exhibit “B”.

(d) The Leased Premises will be used by Lessee for no purpose other than installing, removing, replacing, modifying, upgrading, maintaining and operating, at its expense, wireless

communications antenna facilities and accompanying communications equipment, cable wiring, back-up power sources, related fixtures and appurtenances all in accordance with Owner's applicable ordinances ("Lessee's Facilities"). Owner and Lessee acknowledge that this Agreement pertains to an existing Lessee's Facilities and existing equipment and all required plans for such have been submitted to and have been approved by Owner. Lessee may, at any time, modify, supplement, upgrade, maintain, replace, remove or relocate any of Lessee's Facilities or other appurtenances during the term of this Agreement, however, such changes must undergo an administrative review by the Owner for its reasonable review and approval prior to construction. Such consent shall not be unreasonably withheld, delayed or conditioned.

2. **Term.** This Agreement shall be effective ("Effective Date") as of the date of execution by both parties, provided, however, the initial term of this Agreement (the "Initial Term") is five (5) years, commencing on November 28, 2017 ("Commencement Date"). This Agreement will be automatically renewed for three (3) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides Owner notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If at the end of the third (3rd) five (5) year Renewal Term, this Agreement has not been terminated by either party by giving to the other party written notice of an intention to terminate the Agreement at least ninety (90) days prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either party by giving to the other party written notice of its intention to so terminate at least ninety (90) days prior to the end of such term.

3. **Rent.** Lessee shall pay the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) per year to Owner ("Rent"), which annual rent will be paid by Lessee to Owner in advance, with the first such payment due within thirty (30) days of full execution of this Agreement. Subsequent years payments shall be due on each annual anniversary of the Commencement Date during the remainder of the Initial Term and any Renewal Terms, and the annual rent will increase by four percent (4%) of the annual rental payable with respect to the immediately preceding year. Rent for any partial year will be prorated. Lessee shall pay all rent without Owner submitting invoices. Any outstanding balance of rent between the Commencement Date and date upon which the annual rent is due shall be submitted by Lessee to Owner within thirty (30) days of the Effective Date.

4. **Inspections.** Commencing on the Effective Date, Owner shall permit Lessee's and/or its sublessee's, employees, agents, and contractors, during this Agreement, free ingress and egress to the Leased Premises by Lessee's and/or sublessee's employees, agents, and contractors to conduct subsurface boring tests, environmental inspections, radio frequency tests, and such other tests, investigations, and similar activities as Lessee may deem necessary (collectively the "Inspections"), at the sole cost of Lessee. Lessee understands that Owner uses the Water Tank for public safety purposes and Lessee's use of the Leased Premises shall not interfere with Owner's use of the Water Tank. The sequence and timing of the Inspections shall require Owner's prior consent giving public safety consideration's paramount importance. Lessee, its sublessees, their employees, agents and contractors shall also require Owner's prior consent to bring the necessary vehicles and equipment onto the Leased Premises to conduct any tests, investigations, and similar activities. Lessee shall indemnify and hold Owner harmless

against any loss or damage for personal injury or physical damage to the Leased Premises or the Water Tank, or the property of third parties resulting from any Inspections. Upon written request, Lessee shall furnish to Owner copies of the environmental findings, if any. Prior to the commencement of the Inspections, Lessee shall furnish Owner with evidence of the insurance required under this Agreement.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the owner of the Property and has the legal right to use the Leased Premises and the Access Area and to grant Lessee the right to use the Leased Premises and the Access Area as set forth in this Agreement; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; and (d) that Lessee is entitled to access to the Leased Premises at all times subject to the terms of this Agreement and to the quiet possession of the Leased Premises throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period. Lessee represents and agrees that it has the right to enter into this Agreement; and that the person signing this Agreement has the authority to sign.

6. **Assignment/Subletting.** Lessee will not assign, sublease or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Lessee may assign, sublease or transfer this Agreement without Owner's prior written consent to Lessee's parent, principal(s), affiliates, subsidiaries of its parent, principal(s) and affiliates or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission by reason of a merger, acquisition or other business reorganization. . No assignment, transfer or sublet shall release Lessee from its obligations hereunder unless expressly agreed to in writing by Owner.

7. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender).

Notices to Lessee are to be sent to: Sprint Spectrum L.P.
Sprint Property Services
Site ID: MI03XC006
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a mandatory copy to: Sprint Law Department
Attn: Real Estate Attorney
Site ID: MI03XC006
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

Notices to Owner must be sent to: City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020-4807

with a copy to: City's outside counsel
Mr. Scott Robin
3001 NE 185th Street, Suite 414
Aventura, Florida, 33180

8. **Improvements.** Except for improvements which do not require Owner's consent as set forth in Paragraph 1 above, Lessee may, at its expense and upon the prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned, make such improvements on the Leased Premises as it deems necessary from time to time for the operation of the Lessee's Facilities (the "Improvements"). If such Improvements will structurally affect the Water Tank, upon receipt of Owner's consent, Lessee shall make the necessary structural modifications to the Water Tank. Owner agrees to reasonably cooperate with Lessee with respect to obtaining any required governmental approvals for the Leased Premises and the Improvements, at no cost to Owner, and Owner shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use by Lessee. Lessee is liable for damage to the Leased Premises and/or Water Tank caused by the Improvements or the installation, removal or replacement thereof. Upon the expiration of this Agreement, Owner and Lessee will have the ability to negotiate another lease. If an agreement cannot be reached within one hundred eighty (180) days after the termination or expiration of this Agreement, Lessee shall remove Lessee's Facilities and the Improvements and will restore the Leased Premises to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty, within sixty (60) days of the parties' determination that they cannot reach agreement on the terms of a new lease. In the event Lessee does not remove such items within sixty (60) days, Owner will give Lessee written notice of such failure and, if Lessee thereafter fails to remove such items within thirty (30) days, then the personal property remaining on the Leased Premises shall be deemed the property of Owner. Lessee agrees that once the equipment, fixtures and/or personal property remaining is deemed the Owner's property, Owner shall have the option to remove said items and to charge Lessee the reasonable costs associated with the removal of said items.

9. **Compliance with Laws.** To the best of Owner's knowledge, without inquiry, Owner represents that the Property, and all improvements located thereon, are in substantial compliance with laws, codes and regulations of applicable governmental authorities. Lessee covenants that it will keep Lessee's Facilities in good repair as required by all federal, state, county and local laws, as amended, including without limitation any federal rules and regulations, as amended, with regard to the lighting, marking and painting of towers. Lessee will further comply with all applicable laws, ordinances and regulations, as amended, relating to its specific use of the Leased Premises.

10. **Interference.** Where applicable, Lessee agrees to have installed radio Equipment of the type and frequency which will not cause technical interference problems with any of the

Owner's public safety equipment located within a one thousand (1,000) foot radius of Water Tank (Owner's Equipment) as of the Effective Date of this Agreement. In the event Lessee desires to add equipment to the Leased Premises at any future date pursuant to the terms of this Agreement, Lessee agrees that such future installations shall not cause technical interference problems with Owner's Equipment. Likewise, Owner will not permit installation of any future equipment on the Water Tank which results in technical interference of Lessee's Facilities. Lessee and Owner agree, within 72 hours after receipt of written notice from the other party, to resolve, at their sole cost and expense, any technical interference arising out of a violation of the provisions of this paragraph. In the event the interfering party is unable to resolve any technical interference within said 72 hours, the interfering party agrees to turn off the equipment causing the interference; provided, however, the interfering party shall have the right to briefly turn on its equipment for testing purposes. Owner and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party hereto shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction.

11. **Utilities.** To the best of Owner's knowledge, without inquiry, Owner represents that utilities are available for Lessee's use of the Leased Premises. Lessee will pay for all utilities used by it on the Leased Premises. Owner will reasonably cooperate, at no cost to Owner, with Lessee in Lessee's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. In the event Owner desires to relocate the utilities and utility easement(s), Owner will make its best efforts, at no cost to Lessee, during the relocation of such utilities, not to interfere with the construction, maintenance, or operation of Lessee's Facilities.

12. **Termination.**

(a) Lessee may terminate this Agreement upon sixty (60) days prior written notice to Owner without further liability if: (1) Lessee, after exhausting all reasonable efforts, does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate Lessee's Facilities or if any such approval is subsequently canceled, expires or terminated through no fault of Lessee, or (2) Owner fails to have proper ownership of the Leased Premises or authority to enter into this Agreement, or (3) Lessee determines that the Leased Premises is no longer technically compatible for its intended use or in the manner intended by Lessee due to imposed zoning conditions or requirements, environmental concerns or unresolved interference with Lessee's Facilities, or (4) in the event that after the Commencement Date, any necessary certificate, permit, license, or approval is finally rejected or any previously issued certificate, permit, license, or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority through no fault of Lessee, or (5) if Lessee is unable to utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies, or (6) if Lessee reasonably determines that the Lease Premises are not appropriate for its operations for economic or technological reasons including, without limitation, signal interference or the communications systems to which the Lessee's Facilities belong become incompatible under its design or engineering specifications. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of

proper ownership or authority, or such termination is a result of Owner's default, in which event Lessee shall receive a prorated reimbursement of said prepaid rent.

(b) In addition to and not in limitation of any other provisions of this Agreement, both parties shall have the right to terminate this Agreement with sixty (60) days prior written notice thereof to the other party, in the event either party shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, covenant, and shall not cure such violation, breach or failure within sixty (60) days after written notice regarding the breach has been provided. If the breaching party does not commence to cure such failure within such sixty (60) day period, then the non-breaching party may move to terminate.

(c) If Lessee remains on the Leased Premises after termination of this Agreement (and expiration of the cure period, if termination is due to a default by Lessee), and Owner is forced to pursue eviction proceedings, Lessee shall pay rent at the then existing monthly rate until such time as the Lessee is evicted and all attorney's fees and costs associated with such eviction proceedings.

13. **Default.** If either party is in default under this Agreement for a period of (a) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a monetary default; or (b) sixty (60) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a sixty (60) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default. Neither party hereto may maintain any action or effect any remedies for default against the other party unless and until the defaulting party has failed to cure the same within the time periods provided in this Paragraph.

14. **Indemnity.** Lessee indemnifies the Owner against and holds the Owner harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss from personal injury or property damage which arise out of the Lessee's construction or ownership of Lessee's Facilities and/or use, subleasing, and/or occupancy of the Leased Premises by Lessee; provided, however, this indemnity does not apply to the extent of any claims arising from the negligent acts or misconduct of Owner, or its employees, contractors or agents. The indemnity obligations under this paragraph will survive termination or expiration of this Agreement.

15. **Hazardous Substances.**

(a) As of the Effective Date of this Agreement: (1) Lessee represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property or surrounding property in violation of any Environmental Law

(as defined below), and (2) Owner represents, to the best of Owner's knowledge that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of Environmental Law; (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) **"Hazardous Material"** means any solid, gaseous, or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(c) **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, which create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

16. **Taxes and Assessments.** Owner shall pay, on or before the applicable due date, to the appropriate collecting authority, all real estate taxes, assessments and fees which are now or may hereafter be levied upon the Property. Lessee shall pay, on or before their respective due dates, to the appropriate collecting authority, or Owner upon Owner's written notice and submittal of reasonable documentation supporting its claim that such taxes are solely and directly attributable to Lessee's Facilities, all real estate taxes, assessments and fees, which are now or may hereafter be levied upon the Leased Premises as a result of installation of Lessee's Facilities, or upon Lessee, or upon any of Lessee's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to, any applicable ad valorem, sales or excise taxes and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter required for the operation of the business conducted by Lessee. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement. Owner shall reasonably cooperate, to the extent it does not create a conflict with Owner's own interests, with Lessee in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set

forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

17. **Insurance.** Lessee will procure and maintain commercial general liability insurance, including fire damage, medical expense and completed operations with liability limits of not less than \$2,000,000 combined single limit for injury to or death of one or more persons in any one occurrence and for damage or destruction to property in any one occurrence, including automobile liability with a combined single limit of \$1,000,000 including bodily injury per person and per accident and property damage of property damage of \$1,000,000, with a certificate of insurance to be furnished to Owner naming Owner as an additional insured under such liability policy within thirty (30) days of Owner's approval of this Agreement. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to Owner.

18. **Maintenance.** Lessee, at its sole cost and expense, will be responsible for repairing and maintaining Lessee's Facilities and Improvements at the Leased Premises in a proper operating and reasonably safe condition and in compliance with applicable laws and regulations, as amended. In the event that a repair or maintenance of the Leased Premises is necessitated by Lessee, either due to a dangerous condition on the Leased Premises, or due to the acts or omissions of Lessee, its agents or employees, Lessee shall reimburse Owner the reasonable costs incurred by Owner to restore the damaged areas to the condition which existed immediately prior thereto, as long as Lessee was provided written notice and an estimate of reasonable costs for such repairs prior to Owner's commencement of such work. Notwithstanding anything to the contrary in this Agreement, Lessee acknowledges that Owner may place on the City's Water Tank Tower communications equipment for Owner's Fire, Police, Community Service and Public Works/Utilities departments, as long as such equipment does not cause interference with Lessee's Facilities or encroach upon the Leased Premises.

19. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rent shall be accounted for as between Owner and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner and Lessee hereunder, provided however, in the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Owner if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than three (3) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to Lessee's Facilities, its relocation costs and its damages and losses including its leasehold interest. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement, with Owner promptly refunding any portion of unused Rent to Lessee.

20. **Additional Rent.** In the event of any default of this Agreement by Lessee beyond any applicable cure period(s) as described herein, Owner may, at any time after notice, cure the default for the account of and at the expense of Lessee; provided, however, unless Lessee's Facilities are deemed to have become Owner's property pursuant to Paragraph 8 hereof or Lessee fails to timely remove its equipment, under no circumstances is Owner (or anyone on behalf of Owner) permitted to move, alter, relocate or remove Lessee's Facilities. If Owner elects to cure such default, then any sum of money so expended by Owner in connection with such cure, including reasonable attorney's fees, shall be deemed to be additional rent and shall be due from the Lessee to Owner within forty-five (45) days of Lessee's receipt of written notice from Owner.

21. **No Waiver of Police Power.** Owner cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Leased Premises, any improvements thereon, or any operations at the Leased Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of Owner to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

22. **Late Fees.** Lessee shall pay Owner a late payment charge equal to five percent (5%) of the late payment for any payment not paid within twenty (20) business days of its due date. Any amounts not paid within twenty (20) business days of its due date shall also bear interest until paid at the lesser of the rate of twelve percent (12%) per month or the highest rate permitted by law.

23. **As-Is.** Except as otherwise expressly provided herein, Owner makes no representation or warranty with respect to the condition of the Leased Premises and Owner shall not be liable for any latent or patent defect in the Leased Premises. Notwithstanding anything to the contrary herein, Owner shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises, unless such liability arises from Owner's gross negligence or misconduct.

24. **Cost-Recovery.** Owner and Lessee acknowledge that Lessee shall pay Owner for Owner's costs and expenses, including reasonable legal fees incurred by Owner in connection with the negotiation of this Agreement, which amount shall not exceed Five Thousand Dollars (\$5,000.00), to be paid within thirty (30) days after receiving an invoice from Owner.

25. **Miscellaneous.**

(a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement;

(b) This Agreement is governed by the laws of the state of Florida;

(c) If requested by Lessee, Owner agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement;

(d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties;

(e) Any amendments to this Agreement must be in writing and executed by both parties;

(f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law;

(g) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party, including all costs and expense incurred through all appeals. Venue for any actions or proceedings shall be brought in Broward County, Florida;

(h) The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity; and

(i) The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement and they shall not affect or be utilized in the construction or interpretation of the Agreement.

26. **Non-Binding Until Fully Executed.** This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

27. **Surveys.** Owner hereby grants to Lessee the right to survey the Leased Premises and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the Lessee. The parties hereto agree that in the event that a sketch of survey depicting the as-built equipment on the Leased Premises is not available as of the date of execution of this Agreement, said sketch of survey showing the as-built equipment shall in the future replace the existing Exhibit "B" attached hereto.

28. **Casualty.** In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within thirty (30) days following same or, if the Leased Premises are damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than five (5) days, then Lessee may at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days written notice to Owner. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement through the date of termination.

In the event of casualty, or total destruction of the Water Tank, Owner agrees to use its reasonable efforts to permit Lessee to place temporary transmission facilities on the Property until such time as Lessee is able to secure a replacement transmission location for the Lessee's Facilities. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. In such case, Lessee agrees that it will avoid interfering with Owner's efforts to redevelop the Property. Notwithstanding the foregoing, all rental payments shall abate during the period of restoration after such fire or other casualty, so long as the fire or other casualty is not the fault of Lessee.

Nothing herein contained shall obligate the Owner to replace any of Lessee's Facilities including, but not limited to Lessee's Facilities shown on the plans attached as Exhibit B hereto if said Lessee's Facilities are destroyed or damaged.

29. **Security Bond.** Within thirty (30) days of full execution of this Agreement, Lessee shall submit a security bond to Owner in the amount of Five Thousand Dollars (\$5,000.00), in a form reasonably acceptable to Owner. The security bond shall be used to ensure Lessee's faithful performance and compliance with all provisions of this Agreement, and other applicable law, including payment by Lessee of any claims, liens, fees, fines or taxes due to Owner and for the removal of the Lessee's Facilities and Improvements and restoration of the Leased Premises in the event that Lessee fails to do so as is required hereunder upon the expiration or earlier termination of this Agreement. In the event Owner withdraws funds from the bond, Lessee will provide supplemental funds to maintain the amount of security required herein. Upon expiration or earlier termination of this Agreement, Owner shall reasonably cooperate with Lessee to release or terminate the security bond upon Owner's reasonable confirmation that Lessee has completed its removal of Lessee's Facilities and Improvements and restoration of the Leased Premises pursuant to the terms set forth herein.

30. **Capital Contribution.** Lessee agrees to pay Owner the sum of Five Thousand Dollars (\$5,000.00) within thirty (30) days of full execution of this Agreement. Lessee acknowledges that the capital contribution is in addition to any other review fee or rental amount due or rent abatement granted under this Agreement. This one-time contribution is intended to be used for the maintenance and beautification of the Water Tank and Property over the life of this Agreement.

31. **Future Expansion.** If additional land is requested beyond the initial leased area of 750 square feet of Property and located approximately 128 feet above ground on the City's Water Tank, and Owner approves such a request, a formal plan would need to be presented to and approved by Owner. If the plan is reasonably approved by Owner, Owner agrees to set the rental rate for the expanded area equal to the then current escalated dollar per square foot rate that Owner is receiving from Lessee at the time of the approval.

32. **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive termination or expiration of this Agreement for up to one (1) year after such expiration or termination. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

The following exhibits are attached to and made a part of this Agreement: Exhibit A, B and C.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Hollywood through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2017; and Sprint Spectrum L.P. authorized to execute same, through its _____.

(CITY SEAL)

Attest: Approved on this ____ day of _____, 2018.

Patricia A. Cerny, MMC, City Clerk

Josh Levy, Mayor

Approved as to form and legality:

Douglas Gonzales, City Attorney

____ day of _____, 2017

WITNESSES:

SPRINT SPECTRUM L.P.

Name _____

Name _____

By: _____

Silvia J. Lin, Manager Real Estate

____ day of _____, 2018

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

THIS IS TO CERTIFY, that on this ____ day of _____, 201__,
before me, an officer duly authorized to take acknowledgements in the State and County
aforesaid, personally appeared Josh Levy, as Mayor of the CITY OF HOLLYWOOD, a Florida
municipal corporation, who (check one) [] is personally known to me or [] produced
_____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

THIS IS TO CERTIFY, that on this ___ day of _____, 201__,
before me, an officer duly authorized to take acknowledgements in the State and County
aforesaid, personally appeared _____,
as _____ of SPRINT SPECTRUM L.P., who is (check one) []
is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission expires:

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2018, by and between the City of Hollywood, as Owner, and Sprint Spectrum L.P., as Lessee.

The Land is described and/or depicted as follows (metes and bounds description)

**DESCRIPTION OF
PARENT TRACT**

Parcel I

Lots 1, 2 and 3, Block 11 of HOLLYWOOD CENTRAL BEACH, according to the plat thereof, as recorded in Plat Book 4, Page 20 of the public records of Broward County, Florida.

Parcel II

Lot 4, Block 11 of HOLLYWOOD CENTRAL BEACH, according to the plat thereof, as recorded in Plat Book 4, Page 20 of the public records of Broward County, Florida.

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2018, by and between the City of Hollywood, as Owner, and Sprint Spectrum L.P, as Lessee.

The Premises are described and/or depicted as follows:

A DRAWING OF THE LEASED PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

Notes:

1. Lessee may replace this Exhibit with a survey of the Leased Premises once Lessee receives it.
2. The Leased Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities or as otherwise permitted upon granting of a setback variance by the applicable governmental authorities
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations or antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT C

SURVEY

to the Agreement dated _____, 2018, by and between the City of Hollywood, as Owner, and Sprint Spectrum L.P. as Lessee

A COPY OF THE SURVEY SHALL BE ATTACHED HERETO IF AVAILABLE